

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

Kris Daniel Roglieri

Debtor.

Chapter 11, Subchapter V
Case No.: 24-10157

**SUPPLEMENT TO UNITED STATES TRUSTEE'S LIMITED OBJECTION TO
DEBTOR'S APPLICATION FOR ORDER AUTHORIZING RETENTION OF
PACHMAN STEIN WALDER HAYDEN, P.C. AS COUNSEL FOR THE DEBTOR**

TO: THE HONORABLE ROBERT E. LITTLEFIELD, JR.,
UNITED STATES BANKRUPTCY JUDGE:

William K. Harrington, United States Trustee for Region 2, respectfully submits this supplement to his limited objection to Debtor's retention application filed March 20, 2024 (ECF 73). The United States Trustee's Limited Objection, at page two, refers to certain withdrawals, debits, and transfers out of the Prime Commercial Lending, LLC bank account in December 2023. The bank statement, however, was not attached. Attached hereto and made a part hereof as Exhibit "B" is the December 2023 KeyBank account statement for Prime Commercial Lending, LLC.

Dated: Albany, New York
March 20, 2024

Respectfully submitted,

WILLIAM K. HARRINGTON
UNITED STATES TRUSTEE, REGION 2

By: /s/ Lisa M. Penpraze
Assistant United States Trustee
Leo O'Brien Federal Building
11A Clinton Ave, Room 620
Albany, NY 12207
Bar Roll No.: 105165
lisa.penpraze@usdoj.gov
Voice: (518) 434-4553
Fax: (518) 434-4459



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Corporate Banking Statement
December 31, 2023
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EXHIBIT B

31 T [REDACTED]
*PRIME COMMERCIAL LENDING LLC
66 S PEARL ST FL 10
ALBANY NY 12207-1533

Questions or comments?
Call 1-800-821-2829

Commercial Transaction [REDACTED] 4465
*PRIME COMMERCIAL LENDING LLC

Beginning balance 11-30-23	\$9,220.75
12 Additions	+5,179,970.03
39 Subtractions	-3,947,692.84
Ending balance 12-31-23	\$1,241,497.94

Additions

Deposits	Date	Serial #	Source	
	12-1		Direct Deposit, Capital Partners6D42	\$1,965.00
	12-1		Direct Deposit, Arf Financial Llpayments	771.63
	12-4		Direct Deposit, Vantage Vantage	1,575.48
	12-8		Direct Deposit, Capital Partners6D42	1,461.75
	12-12		Direct Deposit, Spartanbusiness Ap	4,400.00
	12-15		Internet Trf Fr DDA 0000 [REDACTED] 2233 3290	10,000.00
	12-15		Direct Deposit, Capital Partners6D42	1,938.00
	12-20		Internet Trf Fr DDA 0000 [REDACTED] 2233 3290	130,000.00
	12-21		Direct Deposit, Fundation Ops Payment	48.24
	12-22		Internet Trf Fr DDA 000 [REDACTED] 2233 3290	5,000,000.00
	12-27	682137	Wire Deposit Cti Chicago Metr 9144	24,853.13
	12-29	769837	Wire Deposit Chicago Title CO 6379	2,956.80
			Total additions	\$5,179,970.03

Subtractions

Withdrawals	Date	Serial #	Location	
	12-4	388980	Wire Withdrawal Triplecapital LI 5061	\$1,000.00
	12-4	390850	Wire Withdrawal Fun Money Ventur 6456	700.00
	12-4	388959	Wire Withdrawal Gary Lockwood 4780	308.00
	12-4		Google *Gsuite Primeco Mountain View CA	295.48
	12-4		Key Merchant Svdsdiscount [REDACTED] 3881	57.65
	12-4		Google Gsuite Fuckyou Mountain View CA	12.96
	12-5		Dmi* Dell Bus Online Round Rock TX	1,398.91
	12-5		Key Merchant Svdsdiscount [REDACTED] 3881	52.44

Subtractions

(con't)

Withdrawals	Date	Serial #	Location	
	12-11		Eig*Constantcontact.CO Waltham MA	10.79
	12-14		Internet Trf To DDA [REDACTED] 4541 3290	15,000.00
	12-14		Internet Trf To DDA [REDACTED] 2848 3290	500.00
	12-15		Direct Withdrawal, Bhb Funding Db Direct Pay	2,500.00
	12-19		Key Merchant Svsdeposit [REDACTED] 3881	750.00
	12-20	603589	Wire Withdrawal Brunswick Food 6256	1,748.72
	12-21	610942	Wire Withdrawal Wrist Aficionado 0858	27,000.00
	12-21	606946	Wire Withdrawal Cullen and Dykma 1915	25,000.00
	12-21	607092	Wire Withdrawal Branden Wheelles 0509	20,000.00
	12-21		Internet Trf To DDA 00000 [REDACTED] 4541 3290	4,000.00
	12-21		Internet Trf To DDA 00000 [REDACTED] 4541 3290	4,000.00
	12-22	637531	Wire Withdrawal Cph Llc 0521	2,000,000.00
	12-22	634435	Internal Wire Wd 0411	950,000.00
	12-22	626786	Wire Withdrawal Spartan Towing C 8628	12,345.00
	12-22		Internet Trf To DDA 00 [REDACTED] 4541 3290	44,000.00
	12-22		Internet Trf To DDA 00 [REDACTED] 4541 3290	30,000.00
	12-22		Internet Trf To DDA 00 [REDACTED] 4541 3290	15,000.00
	12-22		Internet Trf To DDA 00 [REDACTED] 2848 3290	1,000.00
	12-26	657543	Wire Withdrawal Xo Global, Llc 5578	101,000.00
	12-26	659598	Wire Withdrawal Wrist Afficionad 0858	84,000.00
	12-26	653078	Wire Withdrawal Cullen and Dykma 1915	50,000.00
	12-26	658077	Wire Withdrawal Pearl Tower Asso 3452	27,946.10
	12-26		lpostalrenewal [REDACTED] 5770 NY	45.19
	12-28		Internet Trf To DDA 00000 [REDACTED] 4541 3290	90,000.00
	12-28		Internet Trf To DDA 00000 [REDACTED] 2848 3290	12,000.00
	12-28		Internet Trf To DDA 00000 [REDACTED] 5837 3290	10,000.00
	12-28		Internet Trf To DDA 00000 [REDACTED] 4541 3290	5,000.00
	12-28		Internet Trf To DDA 00000 [REDACTED] 2848 3290	3,000.00
	12-29	744418	Wire Withdrawal Hogan Lovells 9982	400,000.00
	12-29		Internet Trf To DDA 00000 [REDACTED] 2848 3290	8,000.00
	12-29		Eig*Constantcontact.CO Waltham MA	21.60
Total subtractions				\$3,947,692.84

**Fees and
charges**

See your Account Analysis statement for details.

Account messages**DEPOSIT ACCOUNT AGREEMENT CHANGES**

We've updated Section 6 of our Deposit Account Agreement to reflect how we are processing certain ATM and Debit Card Transactions. For more information, please call 1-888-KEY-4BIZ® (1-888-539-4249). For clients using a TDD/TTY device, please call 1-800-539-8336.

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The following disclosures apply only to accounts covered by the Federal Truth-in-Lending Act or the Federal Electronic Funds Transfer Act, as amended, or similar state laws.

IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

Call us at the phone number indicated on the first page of this statement, OR write us at the address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

KeyBank
Customer Disputes
NY-31-55-0228
555 Patroon Creek Blvd
Albany, NY 12206

- Tell us your name and Account number;
- Describe the error or transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

COMMON ELECTRONIC TRANSACTION DESCRIPTIONS:

XFER TO SAV	- Transfer to Savings Account
XFER FROM SAV	- Transfer from Savings Account
XFER TO CKG	- Transfer to Checking Account
XFER FROM CKG	- Transfer from Checking Account
PMT TO CR CARD	- Payment to Credit Card
ADV CR CARD	- Advance from Credit Card

Preauthorized Credits: If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at the number indicated on the reverse side to find out whether or not the deposit has been made.

IMPORTANT LINE OF CREDIT INFORMATION

What To Do If You Think You Find A Mistake on Your Statement: If you think there is an error on your statement, write us at: KeyBank N.A., P.O. Box 93885, Cleveland, OH 44101-4825.

In your letter, give us the following information:

- **Account Information :** Your name and account number.
- **Dollar Amount :** The dollar amount of the suspected error.
- **Description of the Problem :** If you think there is an error on your bill, describe what you believe is wrong and why you believe it was a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Explanation of Finance Charge: Your Finance Charge attributable to interest (hereinafter referred to as interest) is computed using the Average Daily Balance method.

Average Daily Balance method (Balance Subject to Interest Rate): Your interest is computed on all purchases and cash advances (collectively "advances") from the date each advance is posted until we receive payment in full (there is no grace period). We figure the interest on your line of credit by multiplying the daily periodic rate by the "Average Daily Balance" of your line of credit (including current transactions) and multiplying by the number of days in the billing cycle. To get the Average Daily Balance we take the beginning balance of your line of credit each day, add any new advances or debits, and subtract any payments and credits, any non-financed fees and unpaid interest. This gives us the daily balance. Then we add up all of your daily balances in the billing cycle and divide this total by the number of days in the billing cycle to get your Average Daily Balance.

CREDIT INFORMATION: If you believe we have reported inaccurate information about your account to a credit reporting agency, you may contact the credit reporting agency or write to us at:

Key Credit Research Department
P.O. Box 94518
Cleveland, Ohio 44101-4518

Please include your account number, a copy of your credit report reflecting the inaccurate information, name, address, city, state, and zip code, and an explanation of why you believe the information is inaccurate.

BALANCING YOUR ACCOUNT

Please examine your statement and paid check information upon receipt. Erasures, alterations or irregularities should be reported promptly in accordance with your account agreement. The suggested steps below will help you balance your account.

INSTRUCTIONS

- 1 Verify and check off in your check register each deposit, check or other transaction shown on this statement.**

Enter into your check register and SUBTRACT:

- Checks or other deductions shown on our statement that you have *not* already entered.
- The "Service charges", if any, shown on your statement.

Enter into your check register and ADD:

- Deposits or other credits shown on your statement that you have *not* already entered.
- The "Interest earned" shown on your statement, if any.

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